

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CHANGE IN KEY PERSONNEL

Following contract award, any change in key personnel during contract performance, is subject to the review and approval of the COR. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

H.2 AWARD-FEE DETERMINATION PLAN

The Award-Fee Determination Plan (AFDP) upon which the determination of award fee is based is contained in Section J, Attachment #5.

The AFDP may be revised unilaterally by the Government at any time during the period of performance of the contract; however, any such revision will be subject to timely contractor notification and will not become effective until the subsequent evaluation period.

H.3 AWARD-FEE

The award-fee provided for in this clause shall be in addition to the base price. Beginning on the effective date of this contract, the Government shall evaluate the contractor's performance on a semi-annual basis to determine if the contractor is eligible for an award-fee.

During the base period and each succeeding option period, the contractor may earn a minimum award-fee of zero dollars to a maximum award-fee of five percent of the total payment received for the period rated (excluding reimbursable services). The balance of any unearned award-fee for the evaluation period will not be carried over to any subsequent evaluation period.

The contractor agrees that the evaluation of performance and the determination as to the amount of award-fee earned will be made by the BOP Fee Determination Official (FDO), in accordance with Section J, Attachment #5. The contractor shall be advised in writing of the determination and of the reasons why the award-fee was earned or why it was not earned in order that the contractor may improve its performance, if the latter is applicable.

This contract will be modified by a unilateral contract modification, executed by the Contracting Officer when an award-fee, if any, has been determined by the FDO to be applicable.

The contract modification shall set forth the amount of award-fee earned for the evaluated performance period. Upon receipt of the contract modification, the total award-fee earned for the evaluated period shall be paid upon receipt of a separate voucher submitted by the contractor.

H.4 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the BOP and the contractor will be held prior to issuance of the Notice to Proceed.

The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce BOP and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference is required. The Project Coordinator, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

H.5 INSURANCE REQUIREMENTS

Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

- (1) Workers' Compensation Insurance in an amount required by state law for all employees of the contractor;
- (2) General Liability Insurance in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Stand alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

Coverage should be extended to include civil rights violations, which will include all claims brought by any persons based in whole or in part on an alleged

violation of the United States Constitution, statutes, or regulations. Coverage shall include medical and professional liability for nurses, doctors, attorneys, counselors, psychologists and/or social workers. Coverage to include unlimited defense coverage in addition to limits of liability;

- (3) Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence, insurance is to be provided under a business auto form;
- (4) Insurance in an amount not less than \$50,000 covering instances of employee dishonesty.

Contractor must provide proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.